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Current Topics.

The New Defence of the Realm Regulations.

AMONG THE War Orders which we print elsewhere are included some important modifications of the Defence of the Realm Regulations. Regulation 10, which empowered the competent naval or military authority or the Minister of Munitions, by order, to close licensed premises "except during such hours and for such purposes" as might be specified in the Order, is withdrawn, and a new Regulation introduced enabling such premises to be closed either *altogether* or subject to exceptions as to hours and purposes, and to compliance with any specified directions; and also enabling provision to be made to prevent treating; and a Regulation (10c) is introduced enabling premises used for music and dancing to be closed *altogether* or partially, where this is necessary in the interest of discipline or war material. A new Regulation (41 AA) requires employers in munition establishments to make certain returns as to male employés between the ages of eighteen and forty-two; and Regulation 41B, which prohibits the transmission of money or credit to or from enemy countries is extended by 41C to countries which are for the time being under blockade by the Allies—a measure which is obviously aimed at Greece. And a Regulation (42B) is added prohibiting (except by consent of the Admiralty or Army Council) communications with members of H.M. Forces with intent to procuring their release or discharge.

The Peace Notes.

WE REFERRED last week to the German Peace Note, and, very briefly, to Mr. WILSON's Note. Since then there has been a notable addition to the Notes, which promise ere long to be "thick as leaves in Vallombrosa." There has been a Swiss Note, supporting Mr. WILSON, and also, it is stated from Washington, a Swedish Note, though its text has not been published. There has been a German Reply to Mr. WILSON's Note, and while no formal Reply of the Allies either to the German Note or Mr. WILSON's Note has been published—nor apparently sent—the Czar has issued an Order to his Armies which is clearly intended to give the substance of his Reply to Germany.

The Effect of the Notes.

THE EFFECT of these various Notes is as follows:—The first German Note is merely an offer to negotiate, without suggesting terms; it is based on the idea that the war was for Germany

and her allies a war of defence, and that the defence has been, and will be, successful; the nearest approach to a definition of the object of the proposed negotiations is the statement that Germany and her allies "feel sure that the propositions which they would bring forward, and which would aim to assure the existence, honour, and free development of their peoples, would be such as to serve as a basis for the restoration of a lasting peace." In other words, the terms would, as is, no doubt, natural, be framed in the interests of the Germanic Alliance. As we have said, Great Britain and her allies have so far returned no formal answer, though the Prime Minister has, in the House of Commons, propounded the formula, which we quoted last week, "Complete restitution, full reparation, effectual guarantees"—a formula which, of course, requires to be worked out in detail before it can be the basis of effectual peace terms. The Czar's Order goes further, and amounts to a rejection of the German Peace offer. He and his allies will enter into peace negotiations at such time as they consider favourable for themselves; that time has not yet arrived. But the Order also goes further than any other document so far published in that it claims as two of the chief objects of the war—and for Russia, apparently, the chief objects—"the regaining of Constantinople and the Dardanelles, as well as the creation of a free Poland from all three of her now incomplete tribal districts." It is, perhaps, a little unfortunate that the only specific terms so far formulated are quite outside the objects and ideas with which Great Britain entered the war, and it will be for British public opinion to determine whether they are objects for which the war ought to be prolonged. This is an obvious comment to make upon the document, treating it, as we are doing, merely as an incident in the preliminaries to negotiation; but on a matter which is likely to be the subject of controversy we do not desire to say more.

The Neutral Intervention.

THE NOTE of the President of the United States is outside the Notes and declarations which have so far passed between the belligerents. We are aware that there is a body of opinion in this country which treats it as inopportune, and reference has been made to LINCOLN's objection to European intervention in the Civil War. We are by no means clear that the cases are parallel, or that there is in the present war the clear-cut issue which was before President LINCOLN. But it was practically certain that Mr. WILSON would intervene at some time if the war threatened to drag on, and the only practical question is whether that intervention will assist the attainment of the various objects for which the belligerents are fighting—so far as they are reasonably capable of attainment—without the enormous loss of life and treasure which is certain to result from the continuance of the war. The gist of Mr. WILSON's Note is the suggestion "that an early occasion be sought to call out from all the nations now at war such an avowal of their respective views as to the terms upon which the war might be concluded and the arrangements which would be deemed satisfactory as a guarantee against the renewal or the kindling of any similar conflict in the future as would make it possible frankly to compare them." And he points out that each side is "ready to consider the formation of a league of nations to ensure peace and justice throughout the world"; though not till after the issues of the present war have been settled "upon terms which will certainly safeguard the independence, the territorial integrity, and the political and commercial freedom of the nations involved." Thus the President's Note is a quite reasonable proposal that each side should formulate its views—no doubt with the ulterior object of discussion about them. Switzerland's Note warmly endorses this intervention. "She would esteem herself happy if she could, even in the most modest measure, work for the rapprochement of the nations at war and the establishment of a lasting peace." Germany, in her Note to the United States, accepts the intervention and proposes "an immediate meeting of delegates of the belligerent States at some neutral place." This, of course, is merely a repetition of her first Peace Note. She ignores the point that Mr. WILSON asks for a statement of views, but it does

not follow that that attitude will be persisted in. Under these circumstances the terms of the Replies of the Allies to Germany and the United States will be of profound importance, and we imagine that many persons, whose opinions, so far as we observe, are not reflected in the daily Press, will feel keen disappointment if the present discussions do not lead to a favourable result. The burden of responsibility rests mainly upon the Prime Minister, who, before he made his mark by energetic work as Minister of Munitions, was even more famous for his tact as a negotiator. Has he, indeed, in the words of the second great laureate of the last century, broken "his birth's invidious bar" to

"Become on Fortune's crowning slope
The pillar of a people's hope,
The centre of a world's desire"?

Covenants Against Assignment and Voluntary Liquidators.

IT HAS long been settled law that a covenant in a lease against assignment does not bind a person who becomes assignee by operation of law unless the covenant is expressly framed so as to include that case. A landlord, said Lord ELLENBOROUGH, C.J., in *Doe v. Bevan* (1815, 3 M. & S. 353), can restrain alienation in the event of the bankruptcy of his tenant by express proviso; but, apart from such proviso, the Courts have construed a covenant against assignment by the tenant or his assigns as meaning voluntary assigns in contradistinction to assigns by operation of law. Hence a trustee in bankruptcy is not bound by the covenant. And in *Re Birkbeck, dec., Society* (1913, 2 Ch. 34) NEVILLE, J., applied the same principle to a liquidator of a company in compulsory liquidation where an order had been made vesting the property of the company in the liquidator. Under such circumstances, indeed, he is in the same position as a trustee in bankruptcy; the property has devolved upon him by operation of law and he is under an obligation to realize it. But in *Cohen v. Popular Restaurants (Limited)* (Times, 8th inst.), ROWLATT, J., declined to extend the principle to the case of a liquidator in a voluntary liquidation. One objection is that such a liquidator is not an assign at all. The lease remains vested in the company, and if the liquidator assigns, he must do so in the name of the company, so that technically the covenant, which is primarily binding on the company, is broken. But the learned Judge appears to have been mainly influenced by the consideration that a voluntary winding-up does not necessarily imply insolvency; it may be an operation undertaken by a flourishing company, e.g., for the purpose of reconstruction. Hence considerations arising in bankruptcy do not apply, and the case is not within *Doe v. Bevan* (*supra*).

Maintenance by Newspapers.

FIFTY YEARS ago it was generally believed by practitioners that the old law of maintenance was antiquated legal lumber, and maintenance a forgotten tort never likely to trouble the modern lawyer. But this comforting belief was knocked on the head by two famous cases: *Bradlaugh v. Newdegate* (1883, 11 Q. B. D. 271) and *Alabaster v. Harness* (1895, 1 Q. B. 339), which shewed that it is very much alive. In the former case Mr. BRADLAUGH had been sued in the courts for a statutory penalty in that he had sat in Parliament without taking the necessary oaths, and that suit had been instigated by a political opponent named NEWDEGATE, who supplied the funds and guaranteed expenses. Mr. BRADLAUGH promptly sued NEWDEGATE for maintenance, and surprised the legal world of the day by coming off victorious. In the second case the defendant had furnished the sinews of war for a libel action which failed, and he found himself in turn sued for maintenance and forced to pay as damages all the costs of the libel action. But *Neville v. London Express Newspapers (Limited)* (Times, 21st inst.) has carried the doctrine a stage further. It is now settled, of course, partly by the two leading cases we have mentioned, and partly by a series of later decisions, that any person who assists with funds either the plaintiff or the defendant in a

civil suit is *prima facie* guilty of the tort known as unlawful maintenance; but he can rebut liability by shewing some adequate justification of his action—*e.g.*, that he has a common interest with the suitor in the *res litigiosa*, or that the suitor stands in a relationship of dependence to him, his wife, child or servant, perhaps his tenant, or that he acted *bona fide* from a charitable motive, such as to assist a poor man to obtain justice otherwise beyond his reach. Now, in the present case, the defendant newspaper company had maintained certain plaintiffs in a Chancery action, which, indeed, resulted in their favour, against the present plaintiffs. But the latter, nevertheless, sued the newspaper company for maintenance, and a jury found that the company had not provided the funds from charitable motives with a *bona fide* belief in the suitor's claim and a desire to see it enforced. Hence, *prima facie*, we get an actionable tort, maintenance. But is it not far-fetched to hold, as the Lord Chief Justice did in this case, that the action still lies, notwithstanding the fact that the suit maintained proved successful and that no legal damage was proved? These facts, he held, are immaterial, the aggrieved party is entitled to an indemnity from the maintainer against his costs in the maintained suit, and also to general damages, which were here assessed by the jury at £3,000.

Implied Warranties in a Contract of Board.

OUR COURTS nowadays lean against the introduction of implied warranties into contracts. Such warranties, of course, find their chief place in contracts of sale, affreightment, and insurance; but they have a certain limited scope elsewhere—*e.g.*, in the relationship of landlord and tenant. But novel warranties, not known to the law or recognized by the authoritative text-book writers, however just and reasonable they may seem, are not regarded with sympathy by our judges. Such appears to be the moral of *Humphreys v. Miller* (*Times*, 12th inst.). There were other points in the case, but the only substantial one turned on a contention of the plaintiff that any person who takes rooms for another in a boarding-house impliedly warrants the tenant to be a fit and proper person to reside therein. A patient suffering from leprosy and his daughter took rooms in a boarding-house; they disclosed the fact that the patient was in ill-health, but not the disease or its contagious character. The patient's doctor, indeed, according to the jury's finding, had expressly stated to the proprietress that the illness was not due to any infectious disease. Both the patient and the doctor, but not the patient's daughter, were aware that the disease was leprosy, and it is not surprising that a common jury found for the plaintiff, the proprietress, with very substantial damages. But a cause of action which the law will recognize is not easy to find. The plaintiff sued the daughter and the doctor—the patient having died—alleging (1) breach of warranty, (2) deceit, and (3) conspiracy. The second and third grounds of action, which sound in tort, evidently fail, at least so far as the female defendant is concerned, because she did not know that her father was a leper. The doctor could not conspire with himself, so that conspiracy goes in his case too, and he was under no duty to disclose the nature of his patient's disease, so that an action resting on common law fraud—*i.e.*, deceit—fails. But can we not set up an implied warranty to disclose the infectious or contagious nature of the disease on the part of the patient, whose daughter was also his executrix, and the doctor? The Court of Appeal, as well as the judge of first instance, who entered judgment for the defendants in the face of the jury's verdict, declined to read into a boarding-house tenancy any such implied warranty. The landlord who lets furnished apartments warrants their fitness for habitation by the tenant, but there is no reciprocal warranty by him of his fitness to inhabit them.

Contract to Provide Artificial Teeth.

A CASE relating to the supply of false teeth, like *Outer v. Nield* (S. Afr. L. R. 1914, C. P. D.), is of painful as well as legal interest to many subjects of the British Empire. In the case referred to the plaintiff (a dentist) brought his action for dental attendance and a plate supplied to the defendant. The plain-

tiff, who lived at a considerable distance from the defendant, had made for him a plate containing a certain number of teeth. During the period of over a year no complaint whatever was made by the defendant that the teeth were not fitting, and no notice of any dissatisfaction with the plate was given to the plaintiff. Even after this time had elapsed he did not repudiate the contract, and the teeth shewed signs of having been considerably used. His statement was that he found the plate painful to wear, that he tried it from time to time at short intervals, until, finding it always uncomfortable, he ceased altogether to wear it. As, however, he did not give the plaintiff notice of the insufficiency of the plate and teeth, the Court held that it was too late for him to set up as a defence to an action for the price that they were unsuitable. The case seems tolerably clear and to be governed by the leading principles relating to the contract of sale. No point seems to have been raised as to whether the contract was a contract of sale or a contract for work and materials. It will be remembered that a contract for work and materials does not come within section 17 of the Statute of Frauds, but, if in writing, it must be properly stamped, whereas contracts of sale are exempt from stamp duty. Since the case of *Lee v. Griffin* (1861, 30 L. J. Q. B. 252) the rule seems to be "that if the contract is intended to result in transferring for a price from A to B, an article in which B had no previous property," it is a contract of sale, and a distinction which we have some difficulty in following is drawn between a contract to supply and fit artificial teeth and that of a tailor who measures for a garment and afterwards supplies the article fitted.

Recent Emergency Legislation of Germany.

WE are obliged to Mr. RICHARD KING for the following information received from the Hague office of his firm, Messrs. MUNTON, MORRIS, KING, & Co.:—

Among the enactments promulgated since 1st November, 1916, the following may be noted:—

2nd November, 1916, placing subjects of enemy states who are under control under the provision of the laws relating to workmen's insurance.

8th November, 1916, amending the laws relating to court costs, solicitors' fees and bailiffs' fees, by increasing the same.

24th November, 1916, prohibiting payments to Italy and the Italian colonies in so far as such payments relate to commercial transactions within the meaning of the Commercial Code, or to the fulfilment of obligations designated as commercial transactions within the meaning of the Commercial Code, or to the payment of bills of exchange or cheques or public obligations of the Empire or of a Federal State, provided that these last-named obligations were issued 31st July, 1914.

25th November, 1916, extending the provisions of the ordinance relating to the legalization of signatures and documents in the occupied territories to the occupied territories of Longwy and Briey.

16th December, 1916, authorizing the Imperial Chancellor or his substitute to declare a contract made by a German subject with a subject of England, Italy or France, or of the colonies of these countries as no longer operative. The declaration is to be made on the petition of the German subject, and may be made in respect of contracts of sale (with the exception of Stock Exchange transactions), contracts of hire, sea carriage of goods, and charter parties. It is immaterial whether the contract was made before or after the outbreak of the war. The ordinance does not extend to other contracts, for example, contracts of lease and rent. The declaration of nullity may be either in respect of the entire contract or of a part of the same. By notification of the Imperial Chancellor the ordinance may be extended in its operation to other countries.

Actio Personalis Once More.

It has taken the appeal in *The Amerika* (reported elsewhere) two years and a half to make its way from the Court of Appeal to the House of Lords. The decision in the former Court was given in May, 1914, and so much has happened since then that probably few lawyers remember the interest which attached to the case when last it was before the courts, and the hopes which many lawyers entertained that the House of Lords would see its way to overrule an inveterate anomaly—if anomaly it be—in the common law of England as long misinterpreted, so the critics put it, by our lower courts. Indeed, in the ninth edition of his *Law of Torts*, pp. 65-66, Sir FREDERICK POLLOCK had expressed a hope that the House of Lords would get rid of the doctrine in dispute should a clear case ever reach it. But the House of Lords has disappointed these hopes.

The facts out of which *The Amerika* arose are now such ancient history that it is necessary briefly to recapitulate them. A submarine, the property of the Admiralty, was sunk off Dover by a foreign liner. There followed proceedings in the Admiralty Court, and, in the event, the owners of the liner admitted that their ship was to blame for the collision. They agreed to pay to the Admiralty 95 per cent. of the damage occasioned by them by the collision. These damages were assessed in the usual way by the assistant-registrar and the merchant assessors, who disallowed one item in the claim put forward by the Admiralty—namely, a sum of about £5,000, the capitalized value of pensions and grants paid by the Admiralty to the relatives of sailors drowned in the collision. These pensions and grants were in law gratuities; the Admiralty were not bound to make them, but had been in the habit of paying similar amounts in such cases, nor could they have honourably refused to pay them in the present case. Again, as a matter of fact, these very relatives had taken proceedings against the offending liner to recover pecuniary loss sustained by them through the collision and the consequent death of the sailors whose dependants they were; they had already recovered damages under Lord CAMPBELL's Act in these proceedings. Thus the question at issue was simply whether or not the Admiralty could recover this capitalized sum as part of the special damage they had sustained.

Needless to say, there are at least three difficulties in the way. The first is the doctrine of *actio personalis moritur cum persona*, applied to this special class of case by the celebrated judgment of Lord ELLENBOROUGH, C.J., in *Baker v. Bolton* (1 Camp. 493). There the plaintiff's wife had been killed in a collision due to the negligence of the proprietors of a stage coach, and the Court held that although, if she had lived, her husband could have recovered for the loss of her services, yet after her death no action could be brought by him to recover damages either for the loss of her services or of her society, or for the mental suffering occasioned to him by her death. "In a civil court," said Lord ELLENBOROUGH, "the death of a human being cannot be complained of as an injury; and in this case the damages to the plaintiff's wife must stop with the period of her existence." This famous rule, now affirmed by the House of Lords, is perhaps the best criticized principle in the whole of our common law.

Before passing on to consider it, let us just mention two further difficulties in the way of the Admiralty's claim. Even if a claim for loss occasioned to the Admiralty by the homicide of its sailors had been sustainable, the question remains whether sums paid, not by way of legal obligation, but as a matter of grace, are damages necessarily flowing from the injury so as to be recoverable in a court of law. And even if they are, yet in this case the defendants had been compensated already by the owners of the liner for this very loss, by virtue of Lord CAMPBELL's Act, and so these owners would have been forced to pay damages twice over for the same wrong and by way of indemnity for the same injury. Either of these secondary difficulties must surely prove fatal to a claim, but in this case neither the Court of Appeal nor the House of Lords

pronounced upon them, since the first defence we have mentioned succeeded in disposing of the matter.

The doctrine of *Baker v. Bolton* (*supra*) has been severely criticized, not only by jurists like Sir FREDERICK POLLOCK, but by famous judges in leading cases. In *Osborn v. Gillett* (L. R. 8 Ex. 88), a case decided in 1873, just sixty-five years after Lord ELLENBOROUGH's dictum, BRAMWELL, B., attacked the doctrine with vigour. Here a father was claiming damages because he had lost the services of an infant daughter killed by the negligent driving of the defendant. To Lord BRAMWELL it seemed anomalous that, had she lived, he could have recovered damages for the injury done her, but since the tortfeasor had inflicted on him a far greater injury by killing her, he escaped all obligation to indemnify the sufferer. So strongly did Lord BRAMWELL detest this anomaly that he refused to follow *Baker v. Bolton*; the majority of the Court, however, were less disrespectful to settled authority, and they affirmed that decision. It has now met, in *The Amerika*, with the approval of the House of Lords, where Lord LOREBURN refused to see any anomaly in the rule, and Lord PARKER rather considered the anomaly to be that damages can be recovered by master or parent (as fictitious master) for an injury done to a living servant or child. At any rate, the rule is now placed beyond question.

Curiously enough, the House of Lords based its decision largely on what to a layman would doubtless seem the strange point that in 1808 Lord ELLENBOROUGH had given no reason for his decision. In other words, he had decided the case in accordance with an ancient principle which he supposed to be too obvious for argument, and not—as was ingeniously contended by the Admiralty in *The Amerika*—on mistaken analogies from other rules of law. Lord PARKER puts it this way (*Times*, 20th inst.):—

That House, however, is bound to administer the law as it found it. The mere fact that the law involved some anomaly was immaterial unless it was clear that the anomaly had been introduced by erroneous judicial decision. The appellants had accordingly attempted to shew that Lord ELLENBOROUGH's ruling was erroneous, as being based either (1) on a misconception of the limits within which the maxim *actio personalis cum persona moritur* was applicable, or (2) on the mistaken notion that the rule of public policy, which, in cases of felony, admittedly required the person aggrieved to institute criminal proceedings before pursuing any civil remedy against the felon, precluded such civil remedy altogether, or (3) on doctrines of Roman law which ought not to be applied at all. It was to be observed that Lord ELLENBOROUGH gave no reasons for his ruling: he treated the proposition that he laid down as a well-known proposition of law, and the reasoning on which the proposition was based must therefore be found, if at all, in the earlier authorities.

We have quoted this passage *in extenso* because it is luminous as to a much misunderstood principle of evolution in our case law. Theoretically our reported decisions, when the facts are the same, cannot be overruled. In practice they often are; the law is said to have developed. But this development only takes place when the decisions now overruled can be shewn to have been based on erroneous appreciation of some accepted rule of law. It cannot take place if they have correctly interpreted the common law rule, however anomalous it may be. Then only the Legislature can set the anomaly right. Here the fact that Lord ELLENBOROUGH had based his decision on sheer dogmatic historical anomaly, and not on the subtle and ingenious errors of reasoning and principle which the Admiralty counsel endeavoured to read into his judgment, went far to save its authority. The absence of rational grounds for his decision shews it to be based on ancient and inveterate custom. The result may entertain the cynic, but it helps to save our common law from becoming an unstable quicksand.

The report of Sir William Plender relating to the London agencies of enemy banks has been presented to Parliament, and will presumably be published in due course. On the question of enemy businesses generally it is announced that the Custodian of enemy assets is now taking up the question of fixing a time limit for the delivery of the claims of creditors. If it appears that any further powers are desirable the necessary steps will be taken.

Medically Rejected Men, and their Position in Relation to Compulsory Military Service.

[COMMUNICATED.]

By paragraph 6 of the First Schedule to the Military Service Act, 1916, men who had offered themselves for enlistment and had been rejected since 14th August, 1915, were excepted from the operation of the Act, and were therefore not liable for military service. For the present purpose it may be conveniently assumed that the grounds for rejection are medical reasons, as disablement or ill-health, although recently a Divisional Court held, in *Towler v. Sutton*, that the word "rejected" in Schedule 1, paragraph 6, of the Military Service Act, 1916, is not confined to rejection on medical grounds. In that case a recruiting officer rejected an applicant for enlistment because, having no religious belief, he would not take the oath, but wished to affirm.

The Military Service Act, 1916 (Session 2), by section 3, subsection (2), affected the position of rejected men by enacting that the above-mentioned paragraph 6 should on 1st September, 1916, cease to apply to a man who had offered himself for enlistment and been rejected since 14th August, 1915, if the Army Council were satisfied that he should again present himself for medical examination, and sent him written notice to that effect before 1st September, 1916.

It follows, therefore, that if the Army Council have sent a notice to a man who has since 14th August, 1915, offered himself for enlistment and been rejected, to the effect that they require him to present himself again for medical examination, that man, all other things being equal, is brought within the operation of the Military Service Acts, 1916, on 1st September, 1916, and from the thirtieth day after the last-mentioned date (*vide* section 1, subsection (1), Military Service Act, 1916 (Session 2), is deemed to have been duly enlisted in His Majesty's Regular Forces for general service, and to have been forthwith transferred to the reserve.

A notice was in fact sent to a large majority of the "rejected" men upon the military register, which notice has become generally known as the "pink form" (Army Form W. 3299). This form, after notifying the person to whom it was sent that he would be required to present himself for medical examination, stated: "If upon such medical examination you are rejected as unfit for any form of military service, the decision will be final and you will not be called up for service with the colours."

It would be well to emphasize here that the "pink form" is a notice issued by a responsible body—namely, the Army Council—in pursuance of an Act of Parliament, and must be taken to mean exactly what it states. "Change of circumstances" and such-like may be accepted from politicians as almost meritorious excuses for broken pledges, but it is neither permissible nor justifiable for a body or office deriving authority from an Act of Parliament to recall the spoken word without seeking further or fresh powers from Parliament itself.

So in reason it would seem that, without the direct authority of Parliament, no man who, after examination in pursuance of the "pink form," has been relegated to Class R, can be called upon to submit himself to the ordeal of a further medical examination.

If the circumstances have so changed since August last that it is thought necessary in the interests of the Empire to lower the medical standard by which admission into the Army has hitherto been judged, it would be a more satisfactory course to enact so by the authority of Parliament than to besmirch the fair name of a great Office with the accusation of falsity. How far the medical re-examination in pursuance of the "pink form" was justified by its results a mere layman cannot state; it would, however, be of interest to consider for a brief moment what necessitated such re-examination. It was not, one is sure, incompetence of the Medical Boards who were charged with the duty of examining the Derby recruits, but rather insufficient organization on the part of the military authorities, that stamped as almost a fiasco the magnificent patriotism of the middle-aged middle-class married men. The upper classes had gone or could not go; the lower classes were, for the most part, either trained soldiers, or in collieries, munition factories, or other "badged" employments.

So it was that hundreds of men were, during the last days of the Derby Scheme, attested without medical examination, or rejected with the slightest, and for reasons based on the garbled and often incoherent statements of the applicants for rejection.

It was undoubtedly essential, when compulsory service was seriously tackled, that the rejects should be re-examined, and this was done, and it is believed very thoroughly—in a few cases

perhaps too thoroughly. The matter should, however, be allowed to rest here. It surely cannot be for the good of the Empire's prestige to be constantly re-examining and subjecting to further medical examinations the "crocks," and even if this be disregarded, the yield in men suitable for military purposes can hardly be sufficient to warrant the time and money expended. One would think it would be more profitable to "re-examine" the "badged" employments more closely, or to raise the age limit for compulsory military service.

Now for the exact—the "legal"—position of the re-examined and again rejected man. As has been stated above, there can be no doubt that by the receipt of the "pink form" he was brought within the Acts. Is he then still a soldier? If so, he is liable to be examined medically as frequently as the military authorities think necessary. It is not for a soldier to reason why.

But it is not considered by the writer that the re-examined and rejected man is, as the law stands, liable for further military service. He will, on re-examination, have been given a classification certificate (Army Form W. 3291).

As this form is of great importance to the present argument, it would be well to set it out verbatim. It reads:—

"This is to certify that Mr. was medically examined on and classified as:—
(here follow Categories A, B and C, which in the case in point will have been struck out.)

R. Rejected and therefore excepted from military service.
(Dated and signed by the recruiting officer.)"

The all-important word in this form is underlined. It is "excepted."

It is to be regretted that many writers upon this subject (and, indeed, this appears to have been done in the article, *ante*, p. 97) have confused their readers and confounded their own arguments by substituting, unnecessarily and quite erroneously, the word "exempted" for "excepted."

A study of the Acts will show that the word "exemption" is only used with reference to certificates granted by Military Service Tribunals excusing from present military service persons otherwise coming within the Acts. Such persons are exempted from military service either temporarily, conditionally or (in a very few cases) absolutely, but they are not "excepted" from the operation of the Acts. A man brought within the Acts by the "pink form" and subsequently rejected, though he has ceased, by virtue of the second Act, to come within the exception defined by paragraph 5 of the First Schedule to the principal Act, is, by reason of his having received from the recruiting officer a rejection card, within paragraph 5 of the said Schedule.

He is a man who has left or been discharged from the naval or military service of the Crown in consequence of disablement or ill-health, and as such is an exception from the operation of the Military Service Acts, 1916. He is as much an exception as is a man over military age, and, until a fresh Act is passed to deal with him, he cannot legally be called upon to submit to a further medical examination, or, in fact, to perform any kind of military service.

[But an exempted man is also excepted during the period of exemption: Sched. I., par. 6.—*Ed. S.J.*]

Correspondence.

The Lord Chancellorship.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Referring to Mr. Harold Cox's proposal that this office should be entirely separated from political considerations, I think he has overlooked the fact that the appointment of the Judges of the High Court rests with the Lord Chancellor, which would have to be altered in case Mr. Cox's proposal was carried out, as it would be intolerable for a permanent official to have such important appointments left in his hands for which he would not be amenable to Parliament.

In consequence of there being no political head of the Judicature in Scotland, I understand these appointments are made on the recommendation of the Lord Advocate, who is of course a political functionary, but I do not think that it would be satisfactory in this country for the Attorney-General to have this patronage in his hands.

I do not see how it could be satisfactorily exercised by anyone who had not himself been in active practice at the Bar, and therefore I see no alternative to the present arrangement by which the Lord Chancellor is responsible for the appointments.

THEODORE ROBERTS.

3, Lombard-street, London, E.C., Dec. 27.

CASES OF LAST SITTINGS.

House of Lords.

"THE AMERIKA." 20th and 21st July: 19th December.

ADMIRALTY—SHIP—COLLISION—LOSS OF SUBMARINE—LOSS OF LIFE—ASSESSMENT OF DAMAGE—CAUSE OF ACTION FOR LOSS OF LIFE OF SEAMAN APART FROM STATUTE—RIGHT TO RECOVER PENSIONS AND GRANTS PAID AS AN ACT OF GRACE.

A submarine was sunk by a liner, and all but one of her crew drowned. The liner having been pronounced alone to blame for the collision, the Commissioners of the Admiralty brought an action against the owners of the liner to recover the damage they had sustained. They included in their claim the following among other items:—£5,140 18s. 6d. capitalized amount of pensions and grants paid or payable by the plaintiffs to the relatives of the crew who were drowned. At the reference the assistant registrar disallowed this item.

Held, that the rule laid down by Lord Ellenborough in *Baker v. Bolton* (1808, 1 Camp. 493) that, apart from statute, damage could not be recovered for negligence causing the death of a human being, had come to be regarded as interpreting the common law, and the Court of Appeal was right, and this appeal failed.

Decision of Court of Appeal (53 SOLICITORS' JOURNAL, 654; 1914, P. 167) affirmed.

Appeal by the Admiralty from an order of the Court of Appeal affirming a judgment of Evans, P., on a motion to vary the report of the assistant registrar on a reference arising out of the loss of submarine B2, which was sunk, with sixteen hands, by the Hamburg-America liner *Amerika* off Dover, on the 4th October, 1912. The only question on the present appeal by the Admiralty was whether the appellants could recover in respect of the loss of life or damage suffered by them owing to the loss of life of the crew of the submarine. The Admiralty based this item of claim on the loss of the benefit of the services of the men and the expense of training them for the submarine service, and, also, that they were obliged to pay pensions to the widows and allowances to the children of the deceased men. The pensions and allowances were granted under statutory authority, 24 Geo. 2, c. 47; 10 Geo. 4, c. 14; 28 & 29 Vict. c. 73; and 46 & 47 Vict. c. 32, according to scales authorized by Orders in Council and prescribed by the King's Regulations. The Courts below held that the ruling of Lord Ellenborough in *Baker v. Bolton* (1808, 1 Camp. 493), that "in a civil court the death of a human being could not be complained of as an injury," prevented any claim in respect of the loss or damage suffered by the appellants owing to the loss of life of the crew of the submarine from being recoverable in law. The appellants having been heard on this point, judgment was reserved.

Earl LOREBURN, in moving that the appeal should be dismissed, said: It is far too late for this House to disturb the rule expressed by Lord Ellenborough in *Baker v. Bolton* (*supra*), even were we of opinion that the common law ought originally to have been differently interpreted, of which I am by no means persuaded. When a rule has become inveterate from the earliest time, as this rule appears to have been, it would be legislation pure and simple were we to disturb it. I also think the damages sought are not in any way recoverable, because they represent sums of money which the appellants were not legally required to pay.

Lord PARKER and Lord SUMNER read judgments in which they traced the origin of Lord Ellenborough's decision. Both expressed the view that the correctness of the ruling had, since 1808, been accepted, not only by all courts in this country, but by the Supreme Court of the United States, and that nothing could be found in the earlier authorities inconsistent with it. The appeal was accordingly dismissed.—COUNSEL, for the appellants, *Sir George Cave*, S.G., *Sir John Simon*, K.C., *Loing*, K.C., and *Dunlop*; for the respondents, *Inskip*, K.C., and *Pritchard*. SOLICITORS, *The Treasury Solicitor*; *Pritchard & Sons*.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

THE AMALGAMATED PROPERTIES OF RHODESIA (LIM.) v. GLOBE AND PHENIX CO. (LIM.). Eve, J. 5th December.

COURTS—HIGHER SCALE—SPECIAL GROUNDS—NATURE OF CASE—IMPORTANCE—DIFFICULTY—SCIENTIFIC EVIDENCE—THREE COUNSEL—R.S.C., ORD. 65, R. 9.

In an action, ultimately dismissed with costs, which had lasted one hundred and forty-five days, and in which it was necessary to examine and discuss an enormous amount of detail, including special scientific evidence, and involving very great responsibility and difficulty on those conducting it,

Held, that there were such special circumstances in the case as to justify the Court in allowing costs on the higher scale, and that the fact that the case was determined on questions of fact, as distinct from questions of scientific opinion, did not disentitle the defendants to such costs.

Held, also, that it was a proper case in which to allow the costs of three counsel.

This was an application that the costs of the action might be taxed on the higher scale, and that it might be certified as a proper case for three counsel. The action occupied the Court one hundred and forty-five days, and raised the question of construction of an agreement between two gold mining companies. The question involved the investigation of the defendants' mining operations, extending over many years, and the consideration of numerous Rhodesian Mining Ordinances and of geological evidence. It was contended on behalf of the applicants that costs on the higher scale ought to be allowed by reason of the nature and importance and difficulty of the case, that the nature of the case was absolutely novel and outside the experience of solicitors and counsel, that the case was important as involving the richest gold mine in the world, and that it was difficult owing to the geological and other evidence; and they referred to *Great Western Railway v. Carpathia China Clay Co.* (1909, 2 Ch. 471). On the other hand the plaintiffs argued that the mere bulk of the case, whether in subject matter or time occupied, did not constitute a special ground, and that such costs ought only to be allowed in cases involving special scientific knowledge or experiments; and they referred to *Marconi v. British Radio Telegraph Co.* (28 R. P. C. 220).

EVE, J.—I think there is in this case a combination of circumstances which, taken together, is sufficient to entitle the defendants to costs on the higher scale. I do not think that the mere length of this case, and certainly not the fact that it has ultimately fallen to be determined on questions of fact as distinct from questions of scientific opinion, disentitles the defendants to the costs which they are asking for on the higher scale. It seems to me that I must pay regard to the whole nature of the case, and here was a case on which the defendants have been working a mine for upwards of twenty years, and they were challenged as to what had been discovered during those operations, and what had taken place at a very early stage of those operations, some twelve or sixteen years ago. In those circumstances it became obviously necessary for them to examine into the whole matter with a view to reconstructing, if they could, what then existed in such a manner as to make it intelligible, not only to the counsel who were to be instructed, but with the assistance of counsel to make it intelligible to the Court. I cannot imagine a case in which a solicitor preparing the case was faced with greater responsibility or more difficulty—responsibilities and difficulties which, it seems to me, have been abundantly shewn in the course of the trial. I do not myself believe that the length of time which this trial occupied was an excessive length of time, having regard to the enormous mass of detail which it was necessary to examine and discuss, and, in these circumstances I think the nature of the case was such as to justify, if ever a case did, the Court in directing the costs to be taxed on the higher scale. I therefore make that order, and as nobody could really object to it, I will also certify that it is a proper case in which three counsel were retained.—COUNSEL, *Hughes*, K.C., *Gore Browne*, K.C., and *Vernon*; *Upjohn*, K.C., *Tomlin*, K.C., and *Holmes*. SOLICITORS, *Ashurst, Morris, Crisp, & Co.*; *Holmes, Sons, & Pott*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

New Orders, &c.

New Statutes.

On 22nd December the Royal Assent was given to the following Acts:—

War Loan Act, 1916.
Appropriation Act, 1916.
Registration of Business Names Act, 1916.
Constabulary and Police (Ireland) Act, 1916.
Sailors and Soldiers (Gifts for Land Settlement) Act, 1916.
Volunteer Act, 1916.
Munitions (Liability for Explosions) Act, 1916.
Defence of the Realm (Acquisition of Land) Act, 1916.
Prevention of Corruption Act, 1916.
Ministry of Pensions Act, 1916.
Dublin Reconstruction (Emergency Provisions) Act, 1916.
New Ministries and Secretaries Act, 1916.
Public Authorities and Bodies (Loans) Act, 1916.
Government War Obligations Act, 1916.

and to a local Act.

War Orders and Proclamations, &c.

The *London Gazette* of 22nd December contains the following:—

1. A Proclamation, dated 22nd December (printed below), under the Customs Consolidation Act, 1876, s. 43, as to Importation into the United Kingdom.
2. An Order in Council, dated 22nd December, further postponing till 1st January, 1918, the coming into operation of the Merchant Shipping (Convention) Act, 1914.
3. An Order in Council, dated 22nd December, varying the Statutory List under the Trading with the Enemy (Extension of Powers) Act,

1915. Additions are made as follows:—Argentina and Uruguay (9); Brazil (4); Chile (13); Colombia (2); Denmark (1); Ecuador (1); Greece (4); Japan (2); Liberia (39); Morocco (1); Netherlands (1); Netherland East Indies (1); Persia (1); Peru (2); Spain (10); Venezuela (1). There are also a number of removals from and corrections in the list. The note (*ante*, p. 101) as to the assistance of the Foreign Office in obtaining substitutes for firms on the list is repeated.

4. An Order in Council, dated 22nd December (printed below), amending the existing Order with reference to exportation to the Netherlands.

5. A Foreign Office Notice, dated 22nd December, that additions or corrections have been made to the lists published as a supplement to the *London Gazette* of 11th December, 1916, of persons to whom articles to be exported to China and Siam may be consigned.

6. An Order of the Central Control Board (Liquor Traffic), dated 21st December (printed below) for the Western Border Area.

7. An Order of the Minister of Munitions, dated 20th December (printed below) as to dealings in cranes.

8. A Notice that Orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring four more businesses to be wound up, bringing the total to 337.

9. Two Admiralty Notices to Mariners, dated 18th December:—(1) No. 1427 of the year 1916 (republishing sections (2) and (3) of 925 of 1916, which is cancelled) relating to England, East Coast. It includes the following:—

1. No vessels other than those of British Nationality or those of the Allied Nations shall enter Yarmouth haven until further Notice.

(2) No. 1428 of the year 1916 (revising No. 1348 of 1916, which is cancelled, and that portion of No. 925 of 1916 relating to Harwich) relating to the English Channel, North Sea southern portion, with Rivers Thames and Medway approaches. It repeats the following:—

6. All vessels, other than those of British Nationality or those of the Allied Nations, are prohibited from entering the Medway and Swale rivers.

All Neutral Aliens are prohibited from entering the Medway and Swale rivers in British vessels, and this applies to Aliens carried in British ships or barges as passengers or part of crew; the limits of the prohibited area are defined as from the Outer Bar buoy in the River Medway to Rochester bridge, and the whole of the River Swale from the light on Queenborough spit to Columbine spit buoy. Attention is drawn to the necessity of shipowners and charterers satisfying themselves that no Neutral Aliens are on board vessels sent to the Rivers Medway and Swale.

The *London Gazette* of 26th December contains the following:—

10. An Order in Council, dated 22nd December (printed below), amending the Defence of the Realm (Consolidation) Regulations, 1914.

11. A Notice that Mr. C. A. Buckmaster, J.P., has been appointed to be a member of the Middlesex Appeal Tribunal under the Military Service Act, 1916.

12. A Notice that Orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring four more businesses to be wound up, bringing the total to 391.

A Proclamation

RELATING TO THE IMPORTATION OF CERTAIN ARTICLES INTO THE UNITED KINGDOM.

[Recitals.]

Now, therefore, &c.,

(1) As from and after the date hereof, subject as hereinafter provided, the importation into the United Kingdom of the following goods is hereby prohibited, viz.:—

Automatic machines for the retail sale of any article.
Military rifles and carbines.
Miniature and cadet rifles and carbines.
Revolvers and pistols.

Provided always, and it is hereby declared, that this prohibition shall not apply to any such goods which are imported under licence given by or on behalf of the Board of Trade, and subject to the provisions and conditions of such licence.

(2) As from and after the date hereof the prohibition imposed by the Prohibition of Import (No. 10) Proclamation, 1916, on the importation of the following goods shall be removed, and the said Proclamation amended accordingly, viz.:—

Cotton hosiery.

This Proclamation may be cited as the Prohibition of Import (No. 13) Proclamation, 1916.
22nd December.

Exports to the Netherlands.

ORDER IN COUNCIL.

Whereas by virtue and in exercise of the powers conferred on Him by section one of the Exportation of Arms Act, 1900, as extended by

section one of the Customs (Exportation Restriction) Act, 1914, and section one of the Customs (Exportation Restriction) Act, 1915, His Majesty was pleased to issue a Proclamation dated the 25th day of June, 1915 [59 SOLICITORS' JOURNAL, 600], declaring that the exportation of the articles mentioned in the second column of the Schedule to that Proclamation is prohibited to the country named in the first column of the said Schedule unless those articles are consigned to the persons referred to in the third column of the said Schedule:

And whereas by section two of the Customs (Exportation Restriction) Act, 1914, any Proclamation made under section one of the Exportation of Arms Act, 1900, may be varied or added to whilst a state of war exists by an Order made by the Lords of the Council on the recommendation of the Board of Trade:

And whereas by an Order of Council dated the 7th day of October, 1915 [59 SOLICITORS' JOURNAL, 787], the said Proclamation of the 25th day of June, 1915, was amended by the substitution of a new Schedule for the Schedule to that Proclamation:

And whereas there was this day read at the Board a recommendation from the Board of Trade to the following effect:—

That the Proclamation dated the 25th day of June, 1915, as amended, should be further amended by the substitution for the Schedule to that Proclamation, as amended, of the following Schedule:—

SCHEDULE.

Country.	Articles.	Authorized Persons.
The Netherlands	<p>All articles except:—</p> <ol style="list-style-type: none"> 1. Printed matter of all descriptions. 2. Empty receptacles returned to the Netherlands. 3. Worn clothing and other personal effects. 4. Live animals other than animals ordinarily used for human food. 5. Sanitary earthenware, without fittings of any kind. 6. Pottery and common earthenware for table and household purposes. 7. Books. 8. Dolls and toys (except electric torches). 9. Wooden clock cases. 10. Slates and slate pencils. 11. Postage stamp albums and picture postcard albums. 	<p>The Government of the Netherlands or any Department thereof (provided that the permission of the Secretary of State for Foreign Affairs is previously obtained); any British Diplomatic or Consular Officer in the Netherlands or any Diplomatic or Consular Officer in the Netherlands of an allied or neutral country (provided that in the case of consignments to Diplomatic or Consular Officers of neutral countries the permission of the Secretary of State for Foreign Affairs is previously obtained); the Netherlands Oversea Trust or (in the case of any prohibited or restricted goods which are authorized by licence to be exported) the person named in the licence as consignee.</p>

Now, therefore, Their Lordships, having taken the said recommendation into consideration, are pleased to order, and it is hereby ordered, that the same be approved.

Whereof the Commissioners of His Majesty's Customs and Excise, the Director of the War Trade Department, and all other persons whom it may concern, are to take notice and govern themselves accordingly.
22nd December.

Defence of the Realm (Liquor Control).

ORDER (FURTHER AMENDMENT) OF THE CENTRAL CONTROL BOARD (LIQUOR TRAFFIC) FOR THE WESTERN BORDER AREA.

We, the Central Control Board (Liquor Traffic), in pursuance of the powers conferred upon us by the Acts and Regulations relating to the Defence of the Realm, hereby make the following Order:—

1. The Petty Sessional Division of Brampton (otherwise known as Eskdale) shall be included among the Petty Sessional Divisions mentioned in paragraph (a) of Article 2 (1) of the Board's Order made on the eleventh day of November, 1915, for the Western Border Area, and the provisions of the said paragraph of the said Article shall apply to the said Petty Sessional Division of Brampton; and the said paragraph shall be read as if the name of "Brampton" were inserted after the name of "Longtown."

2. Every holder of a licence for the sale of intoxicating liquor in the Parishes of Askerton, Burtholme, Cumrew, Farlam, Geltesdale, Kingwater, Midgeholme, Nether Denton, Upper Denton and Waterhead in the said Petty Sessional Division shall keep permanently affixed in some conspicuous place in each public room in the licensed premises a copy of this Order.

3. This Order shall come into force on the sixth day of January, 1917.
Given under the Seal of the Central Control Board (Liquor Traffic) this twenty-first day of December, 1916.

D'ABERNON,
Chairman.
JOHN PEDDER,
Member of the Board.

Dealings in Cranes.

ORDER.

Ministry of Munitions of War.

20th December, 1916.

The Minister of Munitions, in exercise of the powers conferred upon him by the Defence of the Realm (Consolidation) Act, 1914, the Defence of the Realm (Amendment) No. 2 Act, 1915, the Defence of the Realm (Consolidation) Regulations, 1914, the Munitions of War Acts, 1915 and 1916, and all other powers thereunto enabling him, HEREBY ORDERS as follows:—

No person shall, until further notice, sell or supply any crane, whether steam, electric, hydraulic or hand driven, except under and in accordance with the terms of a permit issued under the authority of the Minister of Munitions.

NOTE.—All persons shall forthwith send in to the Director, T.M.4 (Cranes), Ministry of Munitions, Armament Buildings, Whitehall Place, London, S.W., returns containing full particulars of all cranes, whether steam, electric, hydraulic, or hand driven, in their possession or under their control at the date hereof which may be for sale.

All applications for a permit in connection with the above order should be addressed to the Director, T.M.4 (Cranes), Ministry of Munitions, at the address above mentioned, giving full particulars of the crane, maker's name, and number of machine, name and address of intending purchaser, price to be paid and purpose for which crane is required.

New Defence of the Realm Regulations.

ORDER IN COUNCIL.

[Recitals.]

Now, therefore, &c., it is hereby ordered, that the following amendments be made in the Defence of the Realm (Consolidation) Regulations, 1914:—

1.—(1) The following words shall be added at the end of sub-section (2) of Regulation 2F:—“and any such order may direct that all contracts, or any class of contracts, or any special contract, affected by any provision applied by the order shall remain in force notwithstanding anything in the provision as so applied, but subject to any modifications for which provision may be made by the order.”

(2) In Provision No. II. of the provisions appended to Regulation 2F, the following words shall be inserted at the end of the provision:—“and where the order prohibits or restricts the use of the article for any special purpose a person shall not (subject to any conditions contained in the order), if the use of the article is prohibited, use the article for that purpose, or, if the use of the article is restricted, use it except in accordance with the restrictions.”

(3) In Provision No. IV. of the provisions appended to Regulation 2F, after the words “the distribution of the article” there shall be inserted the words “or as to the consumption of the article,” and the words “distribution or consumption” shall be substituted for the words “or distribution.”

2. The following regulation shall be substituted for Regulation 10:—

“10. The competent naval or military authority or the Minister of Munitions may by order—

(1) require all or any licensed premises within any area specified in the order to be closed, either altogether, or subject to such exceptions as to hours and purposes, and to compliance with such directions, as may be specified in the order;

(2) make such provisions as he thinks necessary for the prevention of the practice of treating in any licensed premises within any area specified in the order.

“Any order of the competent naval or military authority or the Minister of Munitions under this regulation may be made to apply either generally or as respects all or any members of His Majesty's forces mentioned in the order, and may require copies of the order to be exhibited in a prominent place in any licensed premises affected thereby.

“If any person contravenes or fails to comply with any of the provisions of an order made under this regulation or any conditions or restrictions imposed thereby, he shall be guilty of an offence against these regulations, and the competent naval or military authority or the Minister of Munitions may cause such steps to be taken as may be necessary to enforce compliance with the order.

“In this regulation the expression ‘licensed premises’ includes any premises or place where the sale of intoxicating liquor is carried on under a licence.”

3. After Regulation 10n the following regulation shall be inserted:—

“10c. Where it appears to the Admiralty or the Army Council or to the Minister of Munitions that the use of any premises or place (whether licensed for the purpose or not) for public singing, dancing, music, or other public entertainment of the like kind, is prejudicial

to the discipline of any members of His Majesty's forces, or to the production of war material, the Admiralty or Army Council or the Minister of Munitions (as the case may be) may by order require the premises or place to be closed for those purposes, either altogether, or subject to such conditions as to hours and purposes or otherwise as may be specified in the order.

“If the occupier of any such premises or place or any other person contravenes or fails to comply with any of the provisions of an order made under this regulation or any conditions or restrictions imposed thereby, he shall be guilty of a summary offence against these regulations, and the competent naval or military authority or the Minister of Munitions may cause such steps to be taken as may be necessary to enforce compliance with the order.”

4. The following regulation shall be inserted after Regulation 35A:—

“35AA. It shall be lawful for the Admiralty or Army Council or the Minister of Munitions, with the concurrence of a Secretary of State, to make and apply to any factory or other premises in or upon which any explosive substance or any substance required for the production thereof is manufactured, treated, produced, stored, or in any way used or handled, rules with a view to securing the health of all or any of the persons managing, or employed or being in or about such premises, and in particular rules requiring any occupier of such premises to provide any form of medical attendance, whether on the premises or otherwise, nourishment, clothing, ventilation, or other sanitary arrangements, or to provide and use or to refrain from using any machinery, appliance, method, or process, and by such rules to impose duties on the persons managing, or employed or being in or about such premises.

“Any person who contravenes or fails to comply with any such rule shall be guilty of a summary offence against these regulations.”

5. At the end of proviso (c) to the first paragraph of Regulation 41A after the words “may direct” there shall be inserted the following paragraph:—

“It shall be the duty of every person who under this regulation is required to make such list as aforesaid, or who keeps such record as aforesaid, to deliver forthwith to the recruiting officer for the locality in which the premises at which the persons included in the list or record are employed, or if such persons are not employed at or about any premises the employer's premises, are situated, a true copy of such list and record, and thereafter to deliver to such recruiting officer during the first week in each calendar month a written report showing any alterations and additions to the said list and record down to the last day of the preceding calendar month, and if he fails to do so he shall be guilty of a summary offence against these regulations.”

6. After Regulation 41A the following regulation shall be inserted:—

“41AA.—(1) Without prejudice to any duty imposed on employers by Regulation 41A, it shall be the duty of every person who in Great Britain takes into his employment any male person who has attained the age of 18 and has not attained the age of 42 in any establishment where munitions work, as defined in section nine of the Munitions of War (Amendment) Act, 1916, is carried on, or in an establishment of any class to which this regulation may be applied by order of the Army Council, to deliver, within twenty-four hours after such person is so taken into employment, to the recruiting officer for the locality in which the premises at which such person is employed, or if such persons are not employed at or about any premises the employer's premises, are situated, the particulars in writing concerning such man specified in the table annexed to Regulation 41A, and if any person fails to comply with this regulation, or gives any false information in the particulars required to be delivered, he shall be guilty of a summary offence against these regulations.

(2) It shall be the duty of every person who is taken into employment in any establishment to which this regulation applies, to furnish to his employer, when so required, such information as may be necessary to enable him to deliver the particulars aforesaid, and if he fails to do so, or gives any false information, he shall be guilty of a summary offence against these regulations.”

7. After Regulation 41n the following regulation shall be inserted:—

“41c.—(1) Regulation 41n shall apply to any country which is for the time being under blockade on the part of the Allies in the same manner as it applies to an enemy country, and to any persons who would be enemies if the country so under blockade were an enemy country in the same manner as it applies to enemies.

(2) This regulation shall be deemed to have had effect as from the eighth day of December, nineteen hundred and sixteen.”

8. After Regulation 42A the following regulation shall be inserted:—

“42B. If any person, without the consent of the Admiralty or Army Council respectively, communicates either directly or indirectly with any member of any of His Majesty's naval or military forces or with the commanding or other officer of such member with intent to induce or assist such member to obtain or apply for his release, transfer to the reserve, or discharge, so that he may during the continuance of the war engage in civil employment, he shall be guilty of a summary offence against these regulations.

“Any communication with a member of any of His Majesty's forces or an officer of such member stating that if such member is released, transferred to the reserve, or discharged, employment can or may be found for him, shall be deemed to have been made with the said intent unless the contrary is proved.

“Nothing in this regulation shall apply to communications with or by a Government department.

“The Admiralty or Army Council may by order grant exemptions

from the provisions of this regulation as respects any members or class of members of His Majesty's naval or military forces respectively."

9. In sub-section (11) of Regulation 56 the words "an aliens officer, or a person authorized by the Government Department concerned" shall be substituted for the words "or an aliens officer"; and the following words shall be inserted at the end of that sub-section:—"Where any of these regulations enables any Government Department to apply by order the regulation or any provision contained in or appended to the regulation, or to make rules or orders, the Government Department by whose order the regulation or provision is applied, or by which the rules or orders are made, shall, for the purposes of this provision, as respects offences against the regulation as so applied, or offences by way of contravention or failure to comply with the rules or orders, be the Government Department concerned; and where the administration of any regulation is assigned by the regulation to any special department, that Government Department shall, for the purposes of this provision, as respects offences against that regulation, be the Government Department concerned."

22nd December.

Colonial Wool.

ORDER OF ARMY COUNCIL.

The following Order was issued by the Army Council on Wednesday:—

"In pursuance of the powers conferred upon them by Defence of the Realm (Consolidation) Regulations, 1914, the Army Council do hereby order that all persons engaged in the purchase or sale of Colonial wool shall comply with the following regulations, that is to say:—

"1. No wool of the 1916-17 clip consigned to the United Kingdom from Australia or New Zealand on growers' account shall be sold or offered for sale otherwise than to the Director of Army Contracts or to persons authorized in his behalf.

"2. All persons who have or may have in their custody or control any stocks of wool of the description aforesaid are hereby required to forward to the Director of Army Contracts, Raw Material Section, Imperial House, Tothill-street, Westminster, S.W., particulars of all such consignments immediately upon their arrival in the United Kingdom, and all such further particulars as may be required on his behalf, and to sell such wool as may be required by or on behalf of the Director of Army Contracts on the terms and subject to the conditions on and subject to which the sale thereof is authorized by this Order.

New Leather Order.

The Army Council has issued a fresh order regarding stocks of leather in this country. It is, says the *Times*, on similar lines to that published on 3rd October, with the exception that the Army Council will take possession not only of all stocks of leather of the classes mentioned in the subjoined schedule, whether in a finished state or in course of production, but also of all leather which can be produced between now and 31st March next.

If after this Notice any person having control of any such leather without the consent of the Army Council sells, moves, or secretes such leather or deals with it in any way contrary to any condition imposed in any licence, permit, or order that may be granted in respect thereof, he shall be guilty of an offence against the Defence of the Realm (Consolidation) Regulations, 1914.

Applications for permission to sell or remove such leather should be addressed to the Director of Army Contracts, Imperial House, Tothill-street, Westminster, S.W.

SCHEDULE.

LEATHER PRODUCED FROM ALL CLASSES OF HIDES, BRITISH OR IMPORTED.

1. Vegetable tanned bends of 10 lb. and upwards.
- " " butts " 20 lb. "
- " " backs " 14 lb. "
2. Chrome tanned bends, butts, and backs having a substance of 7 iron and upwards.
3. Vegetable tanned shoulders of 6 iron and upwards on the cut edge.
4. Kip butts of 1½ mm. substance and upwards.
5. Kip sides of any finish except semi-chrome.
6. Vegetable grained upper leathers of 1½ mm. substance and upwards.
7. Chrome upper leather of 1½ mm. substance and upwards.
8. Upper leathers of 1½ mm. substance and upwards, manufactured by any other process which has been approved by the Chief Inspecting Officer.

Billeting Rate for Horses.

An Army Order issued on the 21st inst. increases the rate of 2s. a day payable for billeting horses with stable room and forage to 2s. 4d. a day as from 1st December, both for keepers of victualling houses and for other occupiers.

The Ministry of Labour.

The headquarter staff of the new Ministry of Labour will be housed as from 28th December on the first floor of Montagu House, Whitehall. The Minister, Mr. John Hodge, the Parliamentary Secretary, Mr. Bridgeman, and the General Secretary to the Ministry, Dr. D. J. Shackleton, with their respective private secretaries, will be accommodated at Montagu House, but the various Departments which it is proposed that the new Ministry should control will continue for the present in their existing offices.

Societies.

The Law Society.

POLICE COURT PRACTITIONERS.

With reference to the remarks of Mr. Justice Low, in the Army Clothing Department prosecution (*Rex v. Asseling and Another*), in September last, in which his Lordship is reported to have said, "I suppose it is the sort of thing solicitors are often doing—advising prisoners to keep back things. I do not understand it," the Council of the Law Society have the authority of his Lordship to say that his remark related to the reservation by prisoners of their defence, a course which, in the opinion of his Lordship and other judges, is not in a prisoner's interest, having regard to the provisions of the Criminal Evidence Act.

Solicitors' Benevolent Association.

Towards meeting the deficiency of £350, which the Chairman of the Solicitors' Benevolent Association anticipated would, apart from donations, exist in the funds of the Society at the end of the current financial year, a donation of £25 has been received from Mr. G. J. Fowler, of 15, Bedford-row.

The Society, whilst not making a special appeal, will be very grateful for any further contributions which their supporters may be able to send, so that the year may not close with a deficit.

THE HOSPITAL FOR SICK CHILDREN, GREAT ORMOND STREET, LONDON.

The CHILDREN OF TO-DAY are the CITIZENS OF TO-MORROW.

THE need for greater effort to counterbalance the drain of War upon the manhood of the Nation, by saving infant life for the future welfare of the British Empire, compels the Committee of The Hospital for Sick Children, Great Ormond-street, London, to plead most earnestly for increased support for the National work this Hospital is performing in the preservation of child life.

The children of the Nation can truthfully be said to be the greatest asset the Kingdom possesses, yet the mortality among babies is still appalling, while the birthrate is slowly but surely declining.

FOR over 60 years this Hospital has been the means of saving or restoring the lives and health of tens of thousands of Children, and of instructing Mothers in the knowledge of looking after their children.

Please send what you can spare to-day; it will be gratefully acknowledged.

Forms of Gift by Will to this Hospital can be obtained on application to—

JAMES McKAY, Acting Secretary.

The Arming of Merchantmen.

In the House of Commons on the 21st inst., Mr. Peto asked the First Lord of the Admiralty whether the steamer *Brussels* was unarmed on the occasion of the alleged attempted ramming of a German submarine; in view of the German reply in the case of Captain Blaikie, of the *ss. Caledonia*, implying that had the *ss. Brussels* been armed they would have taken a different view of the action of her commander; whether this accorded with the addendum to the German Naval Prize Law on the subject of the arming of merchantmen and the status of their crews published in June, 1914; whether he would at once see that steps were taken to overcome the objections raised by any neutral country to the arming of merchant ships for defence, and would at once arrange to give British merchant vessels adequate protective armament and regularise the status of their officers and crews.

Sir E. Carson: His Majesty's Government cannot admit any distinction between the rights of unarmed merchant ships and those armed for defensive purpose. It is no doubt the aim of the German Government to confuse defensive and offensive action with the object of inducing neutrals to treat defensively armed vessels as if they were men-of-war. Our position is perfectly clear—that a merchant seaman enjoys the immemorial right of defending his vessel against attack and against visit, or search, by the enemy by any means in his power, but that he must not seek out an enemy in order to attack him—that being a function reserved to commissioned men-of-war. So far as I am aware, all neutral Powers without exception take the same view, which is clearly indicated in the Prize Regulations of the Germans themselves. I have confined myself to stating the general position, but my hon. friend may rest assured that the Departments concerned are devoting continuous attention to all questions connected with the theory and practice of defensive armament.

Alien Enemies' Permits.

Sir Louis Dane and Mr. A. J. Sykes, M.P., who were appointed by Mr. Samuel, when Home Secretary, to review the permits granted by the police under which alien enemies are allowed to reside in prohibited areas, have issued, says *The Times*, their report.

It states that the Commissioners obtained information as to the 4,294 alien enemies resident in the different districts. Under the Aliens Restriction Act the onus of showing that a person is not an alien enemy rests on him. Some chief constables have thought it was for themselves to show that an alien enemy was a source of danger before he should be excluded from the prohibited area. Sometimes they seem to have stretched "considerations of humanity" to cover cases in which exclusion from the area would merely have involved inconvenience, deprivation of sentimental associations, or pecuniary loss, but would fall far short of cruelty or inhumanity. In no case, apparently, had competent military authorities failed to secure the exclusion of an alien enemy to whom they had called attention. In cases which at first sight appeared as open to doubt, the majority have been settled or cleared up by further enquiry, but the Commissioners submit a list of 66 cases to be considered by the Secretary of State with a view to the withdrawal of the permits.

With regard to inmates of religious houses, both male and female, the Commissioners suggest that in all cases, as it already is in some, permits to reside should be subject to the condition that the alien should only leave the precincts in company with another inmate of either British or friendly nationality, and that all communication with the outside world should be through the post. In several cases inmates of such houses have

been transferred to other houses of the Order outside the prohibited area, and a separate report has been submitted recommending special treatment for the forty inmates of Buckfast Abbey, in Devonshire, as practically all of them are of military age. The Abbey is now treated on the lines of internment camps.

Obituary.

Mr. E. Cutler, K.C.

Mr. EDWARD CUTLER, K.C. died in London on 22nd December, aged eighty-five.

Mr. Cutler was the son of Mr. Edward Cutler, F.R.C.S., surgeon to St. George's Hospital, and grandson of Sir Thomas Plumer, first Vice-Chancellor of England and afterwards Master of the Rolls. He was educated at Eton, Paris, Dresden, and Balliol College, Oxford, where he obtained honours in classics, and was called to the Bar in 1857. In his practice he devoted himself particularly to copyright law, and this, with his knowledge of music, led to his writing a "Manual of Musical Copyright Law" (1906), and collaborating with Mr. Eustace Smith and Mr. F. E. Weatherley in a "Treatise on Musical and Dramatic Copyright." Mr. Cutler, who had taken "silk" in 1884, was on the Imperial Commission for Copyright in 1909, and was employed in the following year in revising the International Copyright Bill. He wrote many songs and pieces for full orchestra, organ, and pianoforte, of which, perhaps, the best known is a song called "Golden Years." He was Grand Organist of English Freemasons in 1892-3, and at one time gave frequent organ recitals in public. He also wrote pamphlets in French on educational and other subjects.

Mr. Cutler married Ellen Mona, daughter of the late Major Larkins, who was murdered at Cawnpore, and leaves one son and two daughters.

Qui ante diem perlit,
Sed miles, sed pro patria.

Lieutenant George F. Walker.

Lieutenant GEORGE FRANCIS WALKER, York and Lancaster Regiment, was killed on 12th December, aged forty. He enlisted in November, 1914, in the Royal Fusiliers (Public Schools Battalion), and served in France for six months. He received a commission last August in the York and Lancaster Regiment, and returned to the front in September. He was the youngest son of Mr. and Mrs. Walker, of Waterside, Lingfield, Surrey, and Lea Wood, Matlock, Derbyshire. In 1898 he took his degree at Trinity College, Cambridge, and in 1906 was called to the Bar by the Inner Temple.

Legal News.

Honours and Appointments.

The Right Hon. Sir SAMUEL EVANS, President of the Probate, Divorce, and Admiralty Division, has been appointed a G.C.B. His work in the Prize Court, says the official notice, has been heavy, and has been marked by scholarship, independent judgment, and great ability.

The Right Hon. JAMES H. CAMPBELL, K.C., M.P., Attorney-General for Ireland, has been appointed to be Lord Chief Justice of Ireland in succession to the Right Hon. R. R. Cherry, K.C., who has resigned.

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on the ground of ill-health. Mr. Campbell has also had the honour of a baronetcy conferred upon him.

The honour of knighthood has been conferred on HUGH FRASER, Esq., LL.D., Barrister-at-Law, a Reader and Examiner in Common Law to the Inns of Court, and an official of the Archdeaconry of Bedford.

Changes in Partnerships.

Dissolutions.

WILLIAM RUTLEY MOWLL, ALFRED KINGSFORD MOWLL, and FRANCIS ROBERT STEDMAN, solicitors (Mowll & Mowll), Howard House, Arundel-street, Strand, London, W.C. Nov. 18. [*Gazette*, Dec. 22.]

LEOPOLD GOLDBERG, HORACE BARRETT, GEORGE WILLIAM NEWALL, and FRIEDRICH WILHELM BRAUNE, solicitors (Goldberg, Barrett, Newall & Braune), 2 and 3, Westminster-street, Finsbury-circus, London, E.C. Dec. 1.

WILLIAM HENRY BEHRENS, CHARLES WREFORD BROWN, WALTER PEARSE HEWETT, and JOHN CHARLES DODSWORTH, solicitors (Jenkins, Baker, Reynolds & Co.), Dec. 16.

ARTHUR STANLEY MATHER and CHARLES LEONARD MATHER, solicitors (Arthur S. Mather & Son), Liverpool, Dec. 21. [*Gazette*, Dec. 26.]

General.

Mr. Justice Neville was stated on Thursday to be convalescent.

Mr. Charles E. Pilcher, K.C., whose death is announced, was a prominent barrister of Sydney, New South Wales. Born in 1844 he was called to the Bar in 1867. For many years he sat in the Legislative Assembly as member for West Macquarie, and was called to the Legislative Council in 1891.

A Reuter's message from Paris, dated the 24th inst., says:—A decree has been issued defining the functions of the Under-Secretary of State for Foreign Affairs, M. Denys Cochin. The Under-Secretary is specially charged with the co-ordination of the various public services carrying out the blockade. He has the initiative in drafting Bills and decrees for this purpose, and is the delegate of the Minister of Foreign Affairs for giving necessary instructions to diplomatic and consular agents, as well as entering into and carrying on all negotiations in this connection.

In the House of Commons, on the 22nd inst., Sir W. Byles said:—In view of the adjournment of the House for a considerable period, I would ask the Leader of the House whether he can make any statement about the Note sent by the President of the United States in regard to the peace offers of the enemy. The Chancellor of the Exchequer: It must be obvious to my hon. friend and to the House that this question cannot be dealt with except after communication with our Allies, and that it is therefore impossible to make any statement.

The removal of the offices of the High Commissioner for the Commonwealth of Australia from Victoria-street to Australia House, in the Strand, began on Wednesday. The Agents-General of the States will also be housed in the building. The King laid the foundation-stone of Australia House on 22nd July, 1913. The sum paid for the site to the London County Council was £379,756. Most of the materials used in the building were brought from Australia, including the Portland stone of the exterior, the marble for the great exhibition hall, and the woods for the floors and panellings of the rooms.

In the House of Commons, on the 21st inst., the Attorney-General, replying to a question standing in the name of Mr. S. Roberts, as to dispensing with grand juries at assizes and quarter sessions, said:—I am in sympathy with the object which the hon. member proposes to himself. It would be a great gain in the time of important persons if it were possible to dispense with these juries. At the same time my hon. friend will recognize the importance of carrying with me in this matter those who have special experience. I have addressed further representations to chairmen of quarter sessions, and I am not without hope that I shall be able to make a satisfactory announcement in January.

Although Christmas followed a week end the accumulated charges dealt with in the London Police-courts on Tuesday were, says the *Times*, comparatively few and for the most part trivial. At Lambeth and Tower Bridge there were marked decreases from last Boxing Day. At the former court there were forty-one charges, as compared with fifty-four last year, and at the latter forty-four, as compared with sixty-two. At West London last year's number was repeated—sixty-seven; but a slightly greater proportion of these were charges of drunkenness—forty-two instead of thirty-eight. At Old street, where charges are always numerous, there was the relatively light list of sixty. At East Ham there were only four charges, all of them cases of simple drunkenness.

The good holiday record of the London Police-courts was fully maintained on Wednesday, and in one case, that of Lambeth, the number of night charges—twelve—was actually the lowest recorded for twenty-five years, and less than a quarter of the number for the corresponding day of last year. At Old-street there were only twenty-eight charges

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G. H. MAYNE, Secretary.

(much less than last year); and the Greenwich magistrate this year had to deal with twenty-two persons instead of thirty-six. At four courts the number of charges did not even run to double figures, namely, North London (eight), Stratford (four), East Ham (four), and Acton, where the solitary offender dealt with was an absentee. The only court which shews no improvement seems to be West London.

THE "Oxford" Sectional Bookcase is the ideal one for anybody who is building up a library. It is splendidly finished, with nothing of the office stamp about it. The illustrated booklet issued by the manufacturers, William Baker & Co., Ltd., The Broad, Oxford, may be obtained gratis, and will certainly prove interesting to book lovers.—(Advt.)

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, DEC. 15.

ELECTRO FLEX STEEL CO., LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Bernard Augustine Fitzgerald, 82, Collingwood Bldgs, Newcastle on Tyne, liquidator.

LEICESTER SHIPPING CO., LTD.—Creditors are required, on or before Jan. 15, to send their names and addresses, and the particulars of their debts or claims, to Richard Leveson, 108, Bute st, Cardiff, liquidator.

MACLEAN STEAMSHIP CO., LTD.—Creditors are required, on or before Jan 25, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Share Maclean, Shipping Chambers, Surtees st, West Hartlepool, liquidator.

ORIENTAL FRUIT CO., LTD.—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to Ernest James, 48, Gresham st, liquidator.

S. & A. SHORT, LTD.—Creditors are required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to John Marten Burtenshaw, 110, Cannon st, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, DEC. 19.

ZILLA PATENT BELT CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 26, to send in their names and addresses, and the particulars of their debts or claims, to W. Ros Sharp, 30, Brown st, Manchester, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, DEC. 22.

PRESTATYN LAUNDRY LTD.—Creditors are required, on or before Jan 22, to send their names and addresses, with particulars of their debts or claims, to Harold Smith Highat, Prestatyn, liquidator.

SAN CARLOS GOLD MINING CO., LTD.—Creditors are required, on or before Feb 5, to send their names and addresses, and the particulars of their debts or claims, to Thomas Brakeurig, 65, London Wall, liquidator.

THE TIVOLI (MANCHESTER) LTD.—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to Joseph Wilfred Shepherd, 78, King st, Manchester, liquidator.

HOLLAND & MOSS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 19, to send their names and addresses, and the particulars of their debts or claims, to John Philip Garnett, 61, Brown st, Manchester, liquidator.

THE TARGET AND GENERAL MANUFACTURING CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to William Seymour Turner, Prudential Bldgs, Corporation st, Birmingham, liquidator.

TROITZKE GOLDFIELDS LTD.—Creditors are required, on or before Jan 22, to send in their names and addresses, with particulars of their debts or claims, to Thomas Mallinson, 65, Broad Street st, liquidator.

London Gazette.—FRIDAY, DEC. 20.

ELLIS DAVIES & CO. LTD.—Creditors are required, on or before Feb 26, to send their names and addresses, with particulars of their debts or claims, to F. W. M. Wilson, 8, Cook st, Liverpool, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, DEC. 15.

Britonferry Steam Laundry Co., Ltd.
Watson & Sims Ltd.
Downeswell & Dowdeswells Ltd.
Finsbury Waste Rubber Co., Ltd.
Rushfords Ltd.
Franklin (Deddingdon) Ltd.
Pinta Steamship Co., Ltd.
Anglesby Temperance Hotel Co., Ltd.,

O. Rühl Ltd.
William Thomson & Bros. Ltd.
Lord Trefegar Steamship Co., Ltd.
Overa Transport Co., Ltd.
Rachel Steamship Co., Ltd.
Walter Scott Publishing Co., Ltd.
Hindley Palace Ltd.
Cundall (Orwell) Folding Machine Co., Ltd.

London Gazette.—TUESDAY, Dec. 19.

George Farrant Ltd.
Ashford, Brooks & Co, Ltd.
W. C. Philcox Ltd.
Barr Regester's Ltd.
"Powers Castle" Shis Co, Ltd.
Local and Commercial Trust Ltd.
Blizwich Collier Co, Ltd.
Udon Pressing Co, Ltd.
"Gwydyr Castle" Shis Co, Ltd.
Gluwen Colliery Co, Ltd.

Llandudno Silver Motor Boats, Ltd.
Property and Investment Co, Ltd.
Whitby Coliseum, Ltd.
Collihurst Theatre Co, Ltd.
Stroud Sanitary Laundry Co, Ltd.
W. & G. B. Syndicate, Ltd.
Leicester Shipping Co, Ltd.
William Goulland, Ltd.
"Talus" Ship Co, Ltd.
Maclean Shipping Co, Ltd.

London Gazette.—FRIDAY, Dec. 22.

Parliament Picture Palace, Ltd.
Central Show Rooms, Ltd.
New Kempinko's Gold Field, Ltd.
A. J. Heinze & Co, Ltd.
B. Powell & Co, Ltd.
R. P. S. Syndicate, Ltd.
Troitz Goldfields, Ltd.
Miroculo Carburettor Jet, Ltd.
Hornsey National Hall Co, Ltd.
Mexican Mining & Industrial Corporation, Ltd.

W. P. Francis & Co, Ltd.
Arthur's Hill & Bonwell Laundry Co, Ltd.
New North Iron Mines Ltd.
Universal Ship Share Co, Ltd.
Orpheus Shipping Co, Ltd.
Salisbury Conservative Club Co, Ltd.
Bergou van Gualois-Tyres Co, Ltd.
Lincluden Steamship Co, Ltd.
San Carlos Gold Mining Co, Ltd.
Candall (Orwell) Folding Machine Co, Ltd.

London Gazette.—TUESDAY, Dec. 26.

New Emeralds Co, Ltd.
Toronto-Hamilton Home Builders Ltd.
Inter-Busidan Syndicate Ltd.
Aberbury Brick, Terra Cotta Works and Stone Quarry Ltd.

Calamon Mining Co. of Spain Ltd.
Sutherland's Ltd.
Wills Davies & Co, Ltd.
Thomas Stephenson & Co, Ltd.
Insurance Liquidation Syndicate Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 15.

ALLEN, JOHN, Sutton, Surrey Jan 14 Sturgess, Trinity st
BARCLAY, FREDERICK JOHN, Surbiton, Surrey Jan 15 Gardner-Salt, Bedford row
HENNETT, JOSEPH, Lindler, Huddersfield Jan 20 Ward & Hirst, Huddersfield
BOFFI, ANGELA MARIA ANNA, Johnson st, Notting hill Jan 6 Bartlett & Gluckstein, Piccadilly
BURGES, WILLIAM, Ashton-under-Lyne Dec 20 Pownall & Co, Ashton-under-Lyne
COOKE, ERNEST RICHARD, Teignmouth Jan 26 Tozer & Bell, Teignmouth
COX, HENRY BOUVERIE, Waterloo, nr Liverpool Jan 27 Harrison & Co, Liverpool
CURRIE, ANDREW, Fenchurch st, Merchant Jan 31 Loughborough & Co, Austin friars
DARTER, LOUISE FREDERICA, St John's Wood Park Jan 14 Sturgess, Trinity st
DAY, ANNIE AMELIA COLLINS, Houghton pl, Amptill sq Jan 22 Nicholson & Martin, Newcastle upon Tyne
DURRO, WILLIAM BLAIRIE, Blackpool Jan 12 Richardson & Elder, Newcastle on Tyne
FERNLEY, JOSEPH, Salford, nr Manchester, Cotton Waste Dealer Jan 15 Hockin & Co, Manchester
FLETCHER, LUCY ANN, Nottingham Jan 6 Morell, Nottingham
FOLLEY, RHODA MERITAGE, Hove, Sussex Jan 15 Woolley & Revis, Brighton
FORD, EDWARD, Lee Jan 18 Lindus & Hortin, St Lawrence House, Trump st, King st
FOX, JOHN MICHAEL, Merton Hall rd, Wimbledon Jan 31 Christopher & Son, Argyle pl, Regent st
GOLD, 2nd Lieut PERCY, Singapore, Straits Settlements Jan 31 Loughborough & Co, Austin friars
GOODMAN, JOSEPH SAMUEL, Killisier av, Streatham Hill Jan 31 Berry, Chesapeake
JENKINS, EDWARD JEREMY, Conway, Carnarvon Jan 15 Preston, Bishopgate
JONES, FREDERICK, Birkenhead, Merchant Jan 27 Harrison & Co, Liverpool
JONES, THOMAS, Southport, Brick Manufacturer Dec 31 Peck, Southport
KEELING, SERGE-MAJOR FREDERIC HILLERSON, Old bldg, Lincoln's Inn Jan 11 Hunter & Haynes, New sq
KINOTOS, GEREUDE ELIZABETH, Montreux, Switzerland Jan 31 Stephens & Urnston, Midstone
LEE, MARY ANN, Sunderland Jan 16 Wright & Son, Sunderland
LEE, JOSEPH, Sunderland Jan 16 Wright & Son, Sunderland
LEWIS RICHARD, Newport, Mon Jan 31 Burpitt, Newport, Mon
MARRIOTT, ARTHUR WILLIAM, Berry Hill, Kent Jan 31 Lovell & Co, Gray's Inn sq
MCINNES, PERCY NORMAN LEOPOLD, Scarborough, Bank Cashier Jan 12 Harland, Scarborough
MAZZA, ANNE ELIZABETH JOHNSTON, Ferrara, Italy Jan 12 Clements & Co, Gresham House

MELHUSH, ALFRED JOHN, The Avenue, Brondembury Jan 31 Haubury & Co, New Bro d st
MOATE, TIMOTHY, Doncaster, Builder Jan 16 Taylor & Cape, Doncaster
MORISON, JOHN SCOTT, Shoe In Jan 10 Wetherfield & Co, Gresham bldgs, Guildhall
MEYKOPF, FREDERICK WILLIAM LATHAM, Cathcart rd, West Bromp n Feb 1 Sykes, Great Marlborough st
MOTKOFF, CHARLES FREDERICK RICHARD, Chalfont St Peter, Bucks Feb 1 Sykes, Great Marlborough st
NADEN, THOMAS, Birmingham Jan 18 Walford, Birmingham
NAYLOR, JOHN HENRY, Blackpool, Jeweller Jan 15 Robinson, Blackpool
NEVARD, WALTER ELIZA, Myland, Colchester, Farmer Jan 20 Goody & Co, Colchester
NORLEDGE, ELIZABETH, College Court mns, Hammersmith Jan 16 Clifton & Co, Nottingham
ORCHARD, SARAH MATON, Petersfinger, nr Salisbury, Wilts Dec 30 Whitehead & Son, Salisbury
PEMBROKE, ALFRED BRANESTON, Bourne mouth Jan 14 Kite, Queen st
POOLE, ELIZA, Edmonton Dec 31 Nabarro, Albemarle st
PIDMORE, GEORGE ERNEST, Colehill, Warwick Jan 31 Wood & Co, Birmingham
RAYNER, HUGH, Wellington, Herts, Farmer Jan 14 Veasey Baldoock, Herts
ROBINSON, ARNOLD TURNER, Camomile st, Electrotypist Jan 31 Norris & Martin, Budge row
ROGERS, CHARLES FREDERICK, Whipps Cross, Leyton, Builder Feb 8 Young & Cowper, Stoke Newington rd
ROWLEY, CHARLES PELHAM, Botley, Southampton Jan 20 Adams & Adams, Clement's Inn
SAUNDERS, CHARLES MORLEY, Warrington Hall, Lancs Jan 10 Buck & Dickson, Preston
SAWDOY, JOHN STANLEY, St Annes on the Sea, Lancs, Council Surveyor Jan 15 Lonsdale & Grey, St Annes on the Sea
TETLEY, MERRAB, Huddersfield Jan 16 Bate, Huddersfield
TURNER, ELIZABETH HARDMAN, Rusbon, Denbigh Jan 31 Ayrton & Radcliffe, Liverpool
VACHELL, BEVERLEY ROBINSON, Bath, Barrister-at-Law Dec 31 Boone Bristol
WALTERS, ROBERT HENRY, Birkdale, Lancs, Tobacco Manufacturer Jan 27 Rickards, Millbank
WATERHOUSE, EMMA GREAVES, Sheffield Dec 30 Richardson & Mitchell, Sheffield
WEBLYN, JESSIE MARGARET, East Molesey, Surrey Jan 15 Stephens & Stephens, Essex st, Strand
WHITTINGHAM, JOSEPH, J. P. Bradford Jan 23 Rhodes & Hall, Bradford
WOOD, KATE, Clapham rd Jan 12 Lewis & Sons, Warrington sq, Rosebery av
YATES, ELIZABETH CATHERINE, Earl's Court gds, South Kensington Jan 20 Russell Broadway, Box y Heath

London Gazette.—TUESDAY, Dec. 19.

ANDERSON, KATHERINE MUNT, Canal ter, Caledonian rd Feb 1 Ford & Co, Bloomsbury sq
BAILY, LESLIE LLOYD, Southwold, Suffolk Jan 15 Francis & Crookenden, Lincoln's Inn Fields
BATHURST, JOHN, Kingland, Hereford, Farmer Jan 22 Sale, Leominster
BATTERSEY, JAMES DAVID, Paul-in-Holderness, Yorks Jan 15 Reed, Hull
BENNETT, THOMAS, Elsecar, nr Barnsley, York Feb 5 Oxley & Coward, Rotherham
BENNETT, WILLIAM, Swansea, Builder Jan 22 Newcombe, Swansea
BOOT, JOSEPH, Walsall Feb 14 Evans & Son, Walsall
BOWLER, SARAH HATTON, Ledbury, Hereford Jan 31 Smith, Ledbury
BRIDGES, MARIA HANNAH, Bath Jan 15 Reed & Reed, Guildhall chmbs, Basinghall st
BUTLER, WILLIAM CHARLES, Natal rd, Bowes Park, London Jan 22 Slaughter & May, Austin friars
CLOVER, MARY JOHNSON, Dedham, Essex Jan 31 Goody & Co, Colchester
COOMBS, THOMAS, Bedford, Draper Jan 16 Austin, Bedford
DIXON, JAMES GALLOWAY, the younger, Southport Feb 13 Peacock & Son, Live pool
EVANS, MRS. HARRIETT ELIZABETH, Clifton, Bristol Jan 22 Evans, Bristol
ELLACOMBE, HENRY NICHOLSON, Bilton, Vicarage, Gloucester Jan 31 Bowman & Co, Atwood st
EVERETT, SARAH SOPHIA, Stanmore, Middx Jan 20 Sedgwick & Co, Watford
FARRIS, VIOLET BEATRICE FITZGERALD, Maida vale Jan 16 Hors & Co, Lincoln's Inn fields
FRESNEY, Rev FREDERICK, Witcall, Lincoln Jan 31 Allisons & Staniland, Louth
GODDARD, MAUD MARION, Brighton Feb 1 Gasquet & Co, Great Tower st
GOODALL, GEORGE PERCY, Nottingham Jan 10 Green, Nottingham
GOODCHILD, WILLIAM JAMES, Pathfield rd, Streatham Common, Mineral Assayer Jan 2 Mote & Son, Gray's Inn sq
GOULDER, JOHN, Aylsham, Norfolk, Farmer Feb 9 Purdy & Holley, Aylsham
GRAFF, Dr HENRY, Salford, Physician Jan 19 Blumberg, Manchester
HANEY, ELIZABETH, Sheffield Jan 29 Oxley & Coward, Rotherham
HAWKER, ANDREW, Shipton, Glos Jan 15 Heath & Eckersall, Cheltenham
HEDGES, CYRIL EDWARD GEORGE, Aberdeen rd, Neasden Jan 24 Pearce & Nicholls, Clement's Inn
HOLT ANN ALMA, Rochdale Jan 23 Standing & Co, Rochdale
HYDE, LOUISE, Ramsden rd, Balham Jan 20 Lovell & White, Thavies Inn
JONES, MARY JANE, Alberbury, Shrop Feb 6 Hughes & Son, Shrewsbury
KING, GUY HERBY, Brook st, Grosvenor sq Jan 17 Wood, Warrington, Somerset
KING, WILLIAM, Clitheroe, Lancs, Greenroofer Jan 22 Briggs, Padham
KITCHENER OF KHARTOUM, Rt Hon HORATIO HERBERT Earl, Brooms Park, nr Canterbury, K. G. K. P. G. U. K. C. M. G. O. M. E. E. Jan 30 Kekewich & Co, Suffolk st

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

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